

CHICAGO AND



TRANSPORTATION COMPANY

RECORDATION NO.

13330-B
Filed 1425

File No. A-11646

DEC 2 - 1981 - 10 10 AM

December 1, 1981

INTERSTATE COMMERCE COMMISSION

JOAN A. SCHRAMM
J. S. EDWARDS
FRANCES L. TURNER
ASSISTANT SECRETARIES

DIRECT DIAL NUMBER

312/559-6169

Ms. Agatha L. Mergenovich
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

1-336A040
No. DEC 2 1981
Date
Fee \$ 10.00

ICC Washington, D. C.

Dear Ms. Mergenovich:

Pursuant to Section 11303 (formerly Section 20c) of the Interstate Commerce Act, as amended, enclosed for recordation are counterparts of an Amendment Number One to Equipment Lease dated as of November 3, 1981 and assigned Recordation No. 13330, between North Western Leasing Company, One North Western Center, Chicago, IL, 60606, Lessor and Chicago and North Western Transportation Company, One North Western Center, Chicago, IL 60606, Lessee.

Enclosed is a check for \$10.00 to cover your recording fee. Please keep one counterpart for your files and return the other counterparts showing your recordation data.

Sincerely,

J. S. Edwards
Assistant Secretary

JSE/baf
Encl..

cc: J. A. Barnes
G. R. Charles A-330
R. D. Smith
F. E. Cunningham, Attn: R. DeWitt
M. H. Shumate
R. F. Guenther, Attn: J. James
D. E. Stockham, Attn: P. J. Brod

DEC 2 10 01 PM '81

AMENDMENT NUMBER ONE
to Equipment Lease dated as of November 3, 1981
between NORTH WESTERN LEASING COMPANY and
CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY

RECORDATION NO. 13330-B
FILED 1425

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INTERSTATE COMMERCE COMMISSION

This AMENDMENT dated as of November 3, 1981 between NORTH WESTERN LEASING COMPANY, a Delaware corporation (the "Lessor") and CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation (the "Lessee"):

W I T N E S S E T H:

WHEREAS, the Lessee and the Lessor entered into an Equipment Lease dated as of November 3, 1981 (the "Lease"); and

WHEREAS, the Lease contains certain clerical errors which are corrected by this Amendment,

NOW, THEREFORE, for and in consideration of the premises and of the rental to be paid under the Lease and the covenants therein contained, the parties hereto hereby agree as follows:

1. The last sentence of the "Fixed Rental" paragraph within Section 2.1 of the Lease is hereby amended to read as follows: "The Lease Commencement Date shall be November 20, 1981."

2. Section 3 of the Lease is hereby amended to read as follows:

"The term of this Lease for the Equipment shall begin on the date of the delivery to and acceptance by the Lessee of such Equipment hereunder and shall terminate on November 15, 1991, subject to the provisions of Section 11."

All other terms and conditions of the Lease shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have duly executed this AMENDMENT as of the day and year first above written.

NORTH WESTERN LEASING COMPANY

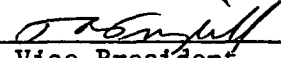
By 
Vice President

[CORPORATE SEAL]

ATTEST:

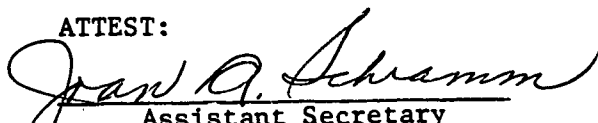

Assistant Secretary

CHICAGO AND NORTH WESTERN
TRANSPORTATION COMPANY

By 
Vice President

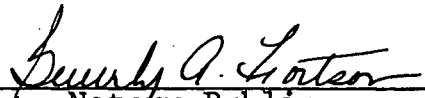
[CORPORATE SEAL]

ATTEST:


Assistant Secretary

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS

On this 24th day of November, 1981, before me personally appeared T. A. Tingleff and Joan A. Schramm, to me personally known, who being by me duly sworn, did say that they are a Vice President and Assistant Secretary, respectively, of North Western Leasing Company and that the foregoing instrument was signed and sealed by them in the respective capacities therein set forth on behalf of said corporation by authority of its board of directors; and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.




Notary Public

My commission expires: 2/18/84

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS

On this 24th day of November, 1981, before me personally appeared T. A. Tingleff and Joan A. Schramm, to me personally known, who being by me duly sworn, did say that they are a Vice President and Assistant Secretary respectively, of Chicago and North Western Transportation Company and that the foregoing instrument was signed and sealed by them in the respective capacities therein set forth on behalf of said corporation by authority of its board of directors; and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Notary Public

My commission expires: 2/18/84